



March 26, 2018

SUBJECT: REQUEST FOR PROPOSALS (RFP) NO. 18-034CA

The City of Corona Administrative Services Department (City) invites qualified proposals for:

Banking Services

Parties interested in obtaining a copy of this RFP No. 18-034CA may do so by downloading at no cost from the City's website: <https://www.coronaca.gov/i-want-to/rfp-posts-list/-selsta-4> or by emailing their request to carolyn.appelt@coronaca.gov. Please include the following information in your request: name and address of firm; name, telephone and email address of contact person; specify RFP No. 18-034CA.

Copies of the RFP may also be obtained by calling (951) 279-3620, or in person at the City of Corona Administrative Services Department – Purchasing Division, 400 South Vicentia Ave., Suite 320, Corona, CA 92882.

Closing: Proposals shall be submitted at or before 2:00 p.m., April 25, 2018 at the City of Corona Administrative Services Department – Purchasing Division, 400 South Vicentia Ave., Suite 320, Corona, CA 92882. All proposals must be identified with the RFP number written on the outside of the envelope. Proposals received after the Closing will be returned unopened.

Issuance of this RFP and/or receipt of proposals does not commit City to award a contract.

Signed,

Carol Appelt

Purchasing Specialist IV
City of Corona | Administrative Services Department
400 S. Vicentia Ave., Suite 320 | Corona, CA 92882
Phone: (951) 279-3629 | Email: carolyn.appelt@coronaca.gov
Website: www.coronaca.gov



March 26, 2018

SUBJECT: REQUEST FOR PROPOSALS (RFP) No. 18-034CA

SECTION I

INVITATION

The City of Corona Administrative Services Department (City) invites proposals from qualified consultants for:

Banking Services

Please read this entire RFP package, and include all requested information and forms in your proposal. Proposals must be signed by an authorized agent of the company submitting a proposal to be considered responsive.

Tentative RFP Schedule (Subject to change at City's discretion)

1. Issue RFP	March 26, 2018
2. Advertise in Sentinel Weekly	March 28, 2018
3. Written Questions From Consultants Due	April 9, 2018
4. Responses from City Due	April 16, 2018
5. Proposals Due (Date & Time)	April 25, 2018; 2:00 p.m.
6. RFP Evaluation Completed	May 11, 2018
7. Contract Negotiations Completed	May 16, 2018
8. Consultant Selection	May 17, 2018
9. Consultant Award	June 6, 2018

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SECTION II.

RFP INSTRUCTIONS

A. Pre-Proposal Meeting

Not Applicable

B. Examination of Proposal Documents

1. By submitting a proposal, consultants represent they have thoroughly examined and become familiar with the work required under this RFP and they are capable of performing quality work to achieve the City's objectives.
2. The City reserves the right to remove from its mailing list for future RFPs, for an undetermined period of time, the name of any consultant for failure to accept a contract, failure to respond to three (3) consecutive RFPs and/or unsatisfactory performance. Please note that submitting a "No Offer" letter is considered a response.
3. Prior to submitting a proposal, consultant must fully inform himself of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Consultant's own risk and cannot secure relief on the plea of error.

C. Addenda

Substantive City changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

D. Clarifications

1. Examination of Documents

Should a consultant require clarifications to this RFP, consultant shall notify the City in writing in accordance with Section D.2 below. Should it be found that the point in question is not clearly and fully set forth in the RFP, the City shall issue a written addendum clarifying the matter which shall be sent to all known recipients of this RFP and posted on the City of Corona Bid Opportunities webpage which can be accessed from the following link:

<https://www.coronaca.gov/i-want-to/rfp-posts-list/-selsta-4>

2. **Submitting Requests**

All consultant questions, clarifications or comments shall be submitted via email to carolyna@coronaca.gov no later than 5:00 p.m., April 9, 2018. Inquiries received after this date and time will not be accepted. It is consultant's sole responsibility to call 951-279-3620 or email carolyna@coronaca.gov to ensure that all written questions, clarifications or comments were received by the City.

3. **City Responses**

- a. Responses from the City will be communicated in writing via email to all known recipients of this RFP, by Addendum, and posted on the Bid Opportunities webpage on the City of Corona website at <https://www.coronaca.gov/i-want-to/rfp-posts-list/-selsta-4> no later than 72 hours prior to the proposal Due Date and Time. It is the sole responsibility of Consultants to ensure they have received all addenda prior to submitting a proposal.
- b. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of Addendum. If an Addendum is issued less than 72 hours before the proposal due date and time, the proposal due date will be extended.

E. **Submission of Proposals**

1. **Date and Time**

All proposals are to be submitted no later than 2:00 p.m., April 25, 2018. Proposals received after that date and time will be rejected by the City as non-responsive and returned unopened.

2. **Address**

Proposals shall be addressed as follows:

**City of Corona
Administrative Services Department - Purchasing Division
Attn: Carol Appelt
400 South Vicentia Ave., Suite 320
Corona, CA 92882**

Consultants shall place their signed proposal and supporting documents as set forth herein along with any other required materials in an envelope, sealed, addressed and delivered in person or mailed, postage prepaid, to the City at the place and to the attention of the person stated above.

It is the sole responsibility of consultants to ensure that their proposals are received at the time and place indicated in the RFP. **Late or misdirected proposals shall be rejected and unopened without exception. Postmarks are not accepted.**

No oral or telephone proposals will be considered. No forms transmitted via the internet, e-mail, facsimile or any other electronic means will be considered unless specifically authorized by City as provided herein.

3. Identification of Proposals

Consultant shall submit a proposal package consisting of:

- a) One (1) signed original and three (3) copies of its proposal; and
- b) A completed and signed Price Form and Fee Table in a separate, sealed envelope, marked "Price Form"; and
- c) One (1) computer disc (CD or DVD) or USB flash drive with digital files of items a) and b) above saved as portable document format (PDF) files.

The proposal package shall be addressed as shown above, bearing the Consultant's name and address and clearly marked as follows:

**RFP No. 18-034CA
Banking Services**

4. Acceptance of Proposals

- a. The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals received.
- b. The City reserves the right to withdraw this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any consultant responding to this RFP.
- c. The City reserves the right to postpone proposal opening for its own convenience.

F. Proposal Withdrawal

Prior to the proposal opening, a proposal may be withdrawn by the Consultant only by means of a written request signed by the Consultant or its properly authorized representative. Such request must be received by Carol Appelt. After that time, consultants may not withdraw their proposals for a period of ninety (90) days from the Proposal Submittal Deadline. At no time may the successful consultant(s) withdraw their proposal(s).

G. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the consultant in:

- 1. preparing its proposal in response to this RFP;
- 2. submitting the proposal to City;
- 3. negotiating with City any matter related to the proposal; or

4. any other expenses incurred by the consultant prior to date of award, if any, of the Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by consultant in the preparation of its proposal. Consultant shall not include any such expenses as part of its proposal.

H. Contract Award

Issuance of this RFP and receipt of proposals does not commit the City to award an Agreement. The City reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected consultant(s) should negotiations with the selected consultant(s) be terminated, to negotiate with more than one consultant simultaneously, or to cancel all or part of this RFP.

I. Acceptance of Order

The successful consultant(s) will be required to accept a Purchase Order and execute a written Agreement (see Section VII, Form of Agreement) in accordance with and including as a part thereof the published notice of Request for Proposals and this Request for Proposals, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

J. City of Corona Business License

The successful consultant(s) and any sub-consultants are required to obtain a City of Corona Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal. The Business License is not a prerequisite for submission of a proposal. Inquiries regarding the City Business License may be answered by calling 951-736-2275.

K. Prevailing Wage

Not Applicable

L. Insurance Requirements

Participants in this RFP are encouraged to have their insurance provider(s) review the Insurance Requirements in Section VII, Form of Agreement, Subsection 3.2.10 et seq. prior to submission of a Proposal to make sure that the requirements can be met by their firm.

M. Public Records

Responses (proposals) to this Request for Proposal (RFP) and the documents constituting any contract entered into thereafter become the exclusive property of the City of Corona and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City of Corona's use and disclosure of its records are governed by this Act.

Those elements in each proposal which proposer considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as “TRADE SECRET”, “CONFIDENTIAL”, or “PROPRIETARY” by proposer. The City of Corona will use its best efforts to inform proposer of any request for disclosure of any such document. The City of Corona, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the proposer considers exempt from disclosure, the City of Corona will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City of Corona is required to defend an action arising out of a Public Records Act request for any of the contents of a proposer’s proposal marked “Confidential”, “Proprietary”, or “Trade Secret”, proposer shall defend and indemnify the City of Corona from all liability, damages, costs, and expense, including attorneys’ fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, proposers are instructed to enclose all “Confidential”, “Proprietary,” or “Trade Secret” data in separate sealed envelopes, which are then included with the proposal documents. Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, the City of Corona shall not in any way be held responsible for disclosure of any “Confidential,” Proprietary,” or “Trade Secret” documents that are not contained in envelopes and prominently marked.

SECTION III.

EVALUATION AND AWARD

The City is soliciting financial institutions which have established expertise, experience, and qualifications in all aspects of the services requested in this RFP. Minimum requirements are as follows:

1. Have a minimum of five (5) similar projects within the last five (5) years providing the same or similar services requested in this RFP.
2. Have sufficient staff and/or affiliates available with experience, qualifications, and technology in the disciplines required for this service.
3. Provide reference(s) of agencies you have contracted with, providing the same or similar services.
4. Have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs, and other regulatory agencies.
5. Have the administrative, fiscal, and legal capabilities to provide and manage the proposed services.

A. EVALUATION CRITERIA

1. Qualifications of Institution – 30 Points

Strength, stability, experience and technical competence of the institution and its affiliates; the ability, capacity and expertise in services quoted; and integrity, reputation, and character of the proposer.

2. Related Experience – 30 Points

Experience in providing services similar to those requested herein; experience working with public agencies; and the performance on previous contracts with the City as well as the assessment by other client references.

3. Completeness of Response – 20 Points

Completeness of response in accordance with RFP instructions; **consideration will be given to services/technology in addition to the ones listed in this RFP that the proposer deems beneficial to the City;** exceptions to or deviations from the RFP requirements; inclusion of required licenses and certifications.

4. Cost Proposal – 20 Points

The City reserves the right to negotiate with each proposer a Best and Final Offer.

B. EVALUATION PROCEDURE

All proposals received as specified will be evaluated by City staff in accordance with the above criteria. During the evaluation period, the City may do any or all of the following: generate a “short list” and conduct interviews with the top candidates; conduct on-site visits and/or tours of the candidates’ places of business; conduct negotiations with the most qualified candidate(s). Consultants should be aware, however, that award may be made without consultant visits, interviews, or further discussions or negotiations.

C. AWARD

Depending on the dollar amounts of the proposals received, City staff will either select consultant(s) best meeting the above-specified criteria or submit a recommendation to City Council for consideration and selection, the proposal(s) evaluated by staff to be the most qualified.

The City anticipates making final selections and awards on or about May 17, 2018.

In addition, negotiations may or may not be conducted with consultants; therefore, the proposal submitted should contain your most favorable terms and conditions, since the selection and award may be made without discussion with any consultant.

SECTION IV.

SCOPE OF WORK

A. OVERVIEW

The City is seeking proposals from qualified institutions to provide banking and other related financial services (the Service). The selected vendor will be responsible for providing all required services as listed in the Scope of Work and provide recommendations of other services/technologies/products that will benefit the City. The investment activities of the City will in no way be affected by the appointment of an institution to handle the requested services outlined in this RFP. All investment and related custodial services will be governed by separate agreements between the City and its service provider(s).

The City intends to establish a five-year contract for the Service, with two optional renewals periods of three-years each.

The City encourages proposers to submit the most competitive proposal possible, offering the highest quality of service and enhancement to improve our current management of cash flow and minimize administrative costs. While much of the information provided in this RFP is based upon current services, it is the City's desire to maximize the use of technology to improve the efficiency of our banking related activities, including cash position management, cash handling, account reconciliation, positive pay, lockbox remittance, remote deposit, merchant service, digital disbursement, and payment cards, etc. It is the City's preference to maintain the Service with one financial institution to maximize efficiency.

We encourage proposers to be creative and educational in their responses to this RFP. While the proposal format must be consistent with the requirements of this RFP, if the proposer believes that alternative solutions would be beneficial to the City, we invite you to include them in your proposal as well.

B. BACKGROUND INFORMATION

1. Community Profile

The City of Corona was established in 1886 and incorporated in 1896 under the general laws of the State of California. The City operates under a Council-Manager form of government. Five Corona citizens make up the Corona City Council and each is elected to a four-year term of office. The Mayor is appointed annually by and from the City Council.

Corona is located approximately 45 miles southeast of Los Angeles in western Riverside County. As of January 2017, based on data provided by the California State Department of Finance, the City's population was 167,759. The City limits cover approximately 39.3 square miles.

Corona is a full-service City, providing police and fire protection, as well as water, sewer and electric utilities.

2. City of Corona Current Banking Activities

Depository Services

The City currently maintains four depository accounts, two of which are Zero Balance Accounts (ZBA). The General Account is the City's primary account, maintains an average monthly balance around \$5 million, and handles day-to-day cash deposit and disbursement transactions. The Worker's Compensation account is designated for the City's third-party administrator to use on worker's comp related activities. The Payroll Account and Credit Card Account are both ZBA's linked to the General Account. The City processes Payroll in-house, with 97% of employees on direct deposit (ACH), and the remaining 3% on CashPay card. On rare occasions there are paper payroll checks issued. All ACH and paychecks clear through the Payroll ZBA account. The Credit Card account handles credit card transactions processed by various merchants, average monthly transaction volume is about 300, and amounts approximate to \$5 million.

Treasury Services

- Payee Positive Pay/checks paid – average 400 per month
- ACH – average 3,000 per month
- Image Deposited Items (Image Cash Letters and Remote Deposits) – average 10,000 per month
- Remote Deposit Items from Scanners – 3 check scanners and average 120 per month;
- Safe Connect Remote Deposits – average 3,000 items per months
- Wire and other Fund Transfer Services

Reconciliation and Reporting Services

- Online Portal for previous day reporting, image access, bank statements, research items and other information services; online stop payment and check void/cancel
- Weekly cleared check reports and reconciliation output file – downloadable and compatible for upload to the City's financial system
- Image stored on CD

Card Services

- ePayables – average 100 payments and \$450,000 per month; about 200 vendors enrolled
- P-Card – average 543 transactions and \$150,000 spending per month; currently 90 active cards
- Fleet Card – average 50 transactions and \$1,000 spending per month; currently 22 active cards
- CashPay Card – payroll solution, currently 20 active cards

3. City of Corona's Core Financial System

The City's Core Financial System is One Solution provided by Superior. Besides the General Ledger and other key subledgers, the City also uses One Solution's Bank Reconciliation module and P-Card module. The service provider is required to provide files in a downloadable format to allow the City to upload transactions directly into these two modules.

4. Local Community Involvement

The City encourages its vendors to be actively involve with our local community. Please discuss involvement in the local and/or regional community and demonstrate how you will be a partner with the City in improving the quality of life for our community.

C. SCOPE OF SERVICES

1. General Banking Service Requirements

The service provider must be a Federal commercial banking institution, ideally with a full-service branch located within the City limits. The provider must be a qualified depository for public funds pursuant to the applicable State of California codes. It must also be FDIC insured.

Online Portal Access

The City requires online portal access to the bank for various services including, but not limited to, reporting, fund transfer, wire transfer, issuing stop payment, release/reject positive pay exceptions etc. Online portal access must be secured and allow tiered accessibility by designated City staff (Account Administrators).

Statement and Reporting

Electronic reports shall be made available online at the end of each calendar month. The statements are to include all items clearing the account. A consolidated monthly analysis statement is to be provided within 10 business days following the end of the calendar month, listing detailed charges of each of the City's accounts. Previous Day and Same Day reports shall also be provided online for all accounts detailing all transactions occurred at the user defined date range(s).

Full Account Reconciliation

The City requires full account reconciliation services. Cleared check report and/or outstanding check register are to be provided on a weekly basis in electronic, downloadable format to allow the City to upload the files into the City's core financial system.

Transaction Retention

Proposers are to provide information on retention period and procedures. Describe how historical records can be retrieved online, format of the information, and system requirements on the City's end.

Backup and Emergency/Disaster Recovery

Describe your backup and emergency and disaster recovery system, both internally and for customers. Describe the procedures you have in place to assist the City during an emergency, the tools that are available to assist the City maintain business continuity, including making payments, transferring funds, as well as other essential banking services.

Data Security and Anti-Fraud Procedures

Describe your institution's overall security system to safeguard the City's funds, preventing fraudulent transactions, and identify and alert the City of irregular/abnormal transactions and transaction patterns. The institution shall serve as a partner in the City's internal control framework on the banking/cash handling related functions. Please identify technologies you have in place that will assist the City in improving its internal control effectiveness.

2. Purchasing (Credit) Card Service Requirements

The City currently uses the P-Card program offered by Bank of America Merrill Lynch. This card program is fully integrated with the City's core financial system, allowing coding and posting done simultaneously without duplication of efforts. The City desires the institution provide solutions similar to the P-Card program and accommodate system integration needs. In addition, the administration of the cards shall be available through online portal including, but not limited to, card issuance, cancellation, usage and amount restriction, simultaneous reporting, fraudulent activity alert, etc.

Cards program with cash rebate incentives are highly desirable. Please provide information on revenue sharing, if applicable, including volume tiers and basis points payout.

3. Card Payment Solutions

The City is looking for efficient methods as accounts payable solutions, such as the ePayables currently used by the City. The City is also exploring the implementation of a vendor P-Card program, virtual P-Cards are issued to selected vendors with low dollar, high volume transactions. The City is looking for institutions with robust card programs that promote efficiency (transaction upload and posting directly from customized interface between the card program and the City's core financial system) yet allows the City to enforce compliance and internal control.

Cards program with cash rebate incentives are highly desirable. Please provide information on revenue sharing, if applicable, including volume tiers and basis points payout.

4. Merchant Card Services

The City currently uses the following merchant card service providers:

- Paymentus – for utility billing. Average 25,000 transactions per month with \$5 million monthly gross sales processed
- Authorize.net – for animal control service. Average 250 transactions per month, with \$10,000 monthly gross sales processed
- Cardknox – newly implemented in July 2017 for City’s permit system. Average 200 transactions per month, total sales processed from August through December 31, 2017 was approximately \$500,000
- Transaction Central – for all other credit card transactions. Average 1,400 transactions per month, with \$150,000 monthly gross sales processed

The City is considering possibilities to consolidate merchant card services to single provider, and/or streamline the administration, accounting, reconciliation, and reporting processes, promote automation, and enhance cash flow.

Please provide a detailed description of the entire merchant card process within your institution, and disclose if the program is internally housed, or operated through a third-party vendor. Please provide a detailed rate and fee structure with breakdown of all fees. Disclose clearing time between deposit and posting, security features, PCI compliance, and mobile device payment options at the point of sale at the counter.

The City might be evaluating the possible implementation of a Citywide percentage based credit card fee to offset the City’s costs. Please share if you have assisted any of your clients implementing such fee, and how it is processed and reported.

5. Billing and Payment Processing Solutions

Due to CRM compatibility, the City currently uses various vendors for billing and payment processing, including Authorize.net for animal control and recreation, Cardknox for permit processing, Paymentus for utility, and TransFirst for other types of transactions. For utility payment, the City also utilizes electronic bill pay, lockbox service, automated phone system, PayNearMe, etc. Please describe if your institution is currently providing any of these payment processing solutions or solutions similar to the ones listed above. The City is looking to streamline its billing and payment process, ease the burden of accounting, and improve the overall efficiency of transaction recording and reconciliation, as well as improving cash flow.

6. Other Banking Related Services or Enhancement Services

Please list other banking related services or technological enhancements that you believe will benefit the City of Corona. These may include improvement in operating efficiency and cash flow management, enhancement in security, increased level in automation, and better customer service experience.

Please also describe any other information not previously mentioned that you believe should be given consideration.

INITIAL AGREEMENT TERM:

The initial agreement term will begin on July 1, 2018 and run through June 30, 2023. Prices shall remain effective and in force for the entire Agreement Term.

AGREEMENT RENEWAL:

City reserves the right, at City's sole discretion, to extend the agreement for up to two (2), three-year periods as referenced below under the same terms and conditions as the original agreement, upon execution of an Amendment to the Agreement by both parties. Should the City elect to exercise its option to extend any agreement for the additional contract period(s), the Parties shall negotiate pricing for each such renewal term prior to commencement of the option period.

Option 1, if exercised, shall be effective July 1, 2023 through June 30, 2026

Option 2, if exercised, shall be effective July 1, 2026 through June 30, 2029

Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order. Pricing shall remain effective and in force for the entire Amendment Term.

SECTION V.

PROPOSAL CONTENT AND FORMS

A. PROPOSAL FORMAT AND CONTENT

1. Presentation – Cover Letter

Proposals should not include any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals shall contain the following information in a cover letter:

- a. identification of consultant, including name, address and telephone number;
- b. proposed working relationship between financial institution and its affiliates, if applicable;
- c. acknowledgment of receipt of all RFP addenda, if any;
- d. name, title, address, telephone number, and email address of contact person during period of proposal evaluation;
- e. a statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal; and
- f. signature of a person authorized to bind the consultant to the terms of the proposal.

3. Technical Proposal

a. Qualifications, Related Experience and References

This section of the proposal should establish the ability of consultant to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; educational qualifications; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Consultant shall:

- (1) provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees;

- (2) provide a general description of the firm's financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede consultant's ability to complete the project;
- (3) describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project;
- (4) identify affiliates by company name, address, contact person, telephone number and project function and describe financial institution's experience working with each affiliate; and
- (5) provide, at a minimum, three references from the projects cited as related experience; reference shall furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Consultant may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the qualifications of the proposed project staff.

Consultant shall:

- (1) provide education, experience and applicable professional credentials of proposed project staff;
- (2) furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel;
- (3) include a project organization chart which clearly delineates communication/reporting relationships among the project staff; and

c. Work Plan

Consultant shall provide a narrative which addresses the Scope of Work and shows consultant's understanding of the City's needs and requirements.

Consultant shall:

- (1) describe the approach to completing the tasks specified in the Scope of Work;
- (2) outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them; and

Consultant may also propose enhancement or procedural or technical innovations to the Scope of Work which do not materially deviate from the objectives or required content of the project.

d. **Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP's "technical specifications". Where consultant wishes to propose alternative approaches to meeting the City's technical specifications, they should be thoroughly explained. **The City reserves the right to accept or reject any or all exceptions / deviations at its sole discretion.** Consultant shall be bound to accept all RFP requirements and terms and conditions of the Form of Agreement in the proposal.

e. **Fee Proposal**

Consultant shall include a schedule of fees for each line of service included in Consultant's proposal and complete and sign the Price Form in Section C. below in its entirety. **(Fee Proposal must be submitted in a sealed envelope separate from proposal documents and marked "Price Form").**

4. **Appendices**

Information considered by consultant to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Consultants are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; **appendices should be relevant and brief.**

B. **LICENSING AND CERTIFICATION REQUIREMENTS**

By submitting a proposal, consultant warrants that any and all licenses and/or certifications required by law, statute, code or ordinance* in performing under the scope and specifications of this RFP are currently held by consultant and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in consultant's proposal. **Proposals lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

*The successful consultant(s) and its sub-consultants are each required to obtain a City of Corona Business License prior to award of Agreement. The Business License is not required for submission of a proposal.

C. **COST AND PRICE FORMS**

Consultant shall complete and sign the Price Form in its entirety including: 1) all individual tasks listed and total price; 2) basis on which pricing is quotes; and 3) consultant's identification information including a binding signature.

Consultant shall state cash discounts offered. Unless discount payment terms are offered, payment terms shall be “Net 30 Days”. If discount terms are offered, non-discounted payment terms shall remain “Net 30 Days”. Payment due dates, including discount period, will be computed from date of City acceptance of the required services or of a correct and complete invoice, whichever is later, to the date City’s check is mailed. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized and discount thereon is disallowed.

D. NON-COLLUSION DECLARATION

Consultant shall complete and sign the Non-Collusion Declaration on the following page and submit with proposal.

PARTY SUBMITTING PROPOSAL: _____

**NON-COLLUSION DECLARATION
(TO BE EXECUTED BY CONSULTANT AND SUBMITTED WITH PROPOSAL)**

The undersigned declares:

I am the _____ [title] of
_____ [proposer], the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or a sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, plotted, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____
[date], at _____ [city], _____ [state].

Signature

Typed or Printed Name

Title

Party Submitting Proposal

State of California } CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
County of Riverside } ss.

On _____(date), before me, _____
(here insert name and title of the officer), personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Seal]

Signature _____

Signature _____

**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF
CORONA PROFESSIONAL SERVICES AGREEMENT**

(To be Completed and Submitted with Consultant's Proposal)

This is to acknowledge that we have read the City of Corona Professional Services Agreement and will sign the Agreement, as presented, without exception, for the City's RFP No. 18-034CA.

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)

SECTION VI.

PRICE FORM

(To be submitted in a sealed envelope separate from proposal documents and marked “Price Form”)

REQUEST FOR PROPOSALS: **RFP No. 18-034CA**

DESCRIPTION OF WORK: **Banking Services**

CONSULTANT’S NAME/ADDRESS:

NAME/TELEPHONE NO. OF
AUTHORIZED REPRESENTATIVE

Please provide the following in a separate, sealed envelope.

Schedule of fees for each line of service included in Consultant’s proposal and labeled Exhibit “C”. Fees shall include the costs of all administration and overhead, telephone usage, mailings, mileage, and other administrative costs.

NOTE: Price proposals submitted on forms other than those provided herein may cause rejection of the proposal as non-responsive.

All rates and costs shall be effective through June 30, 2023.

Are there any other additional or incidental costs which will be required by your firm in order to meet the requirements of the Scope of Work? Yes / No (circle one). If you answered “Yes”, please provide detail of said additional costs: _____

Please indicate any elements of the Scope of Work which cannot be met by your firm.

Have you included in your proposal all requested informational items and forms? Yes / No
(circle one). If you answered "No", please explain: _____

Are you on the list of ineligible bidders or have you been or are you on any federal list of debarred or suspended bidders? Yes / No (circle one).

This offer shall remain firm for 90 days from RFP close date.

Terms and conditions as set forth in this RFP apply to this proposal.

Unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this proposal, Consultant warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received.

Verification of Addenda Received

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

COMPANY NAME & ADDRESS: _____

PHONE: _____

EMAIL: _____

SECTION VII.

Form of Agreement

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [***INSERT NAME***]
(FINANCIAL INSTITUTION SERVICES – BANKING SERVICES)**

1. PARTIES AND DATE.

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and [***INSERT NAME***], a [***[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]***] with its principal place of business at [***INSERT ADDRESS***] (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Financial Institution services** to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **Banking Services Project, RFP 18-034CA** (“Project”) as set forth in this Agreement.

2.3 Corona Utility Authority.

Consultant understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively, the “CUA Management Agreements”). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Financial Institution** consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

CA\DD\02000.50101\1401461.14

(CITY ATTY: 07-17)

3.1.2 Term. The term of this Agreement shall be from *****INSERT START DATE***** to *****INSERT ENDING DATE***** ("Term"), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a "Renewal Term"). The terms "Term" and "Renewal Term" may sometimes be generally and collectively referred to as "Term" in this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: *****INSERT NAMES*****.

3.2.5 City's Representative. The City hereby designates *****INSERT NAME OR TITLE*****, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates *****INSERT NAME OR TITLE*****, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: **\$1,000,000** per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503 or CG 2504, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease.

3.2.10.3 Investment Bankers Errors and Omissions Insurance. At all times during the term of this Agreement, Consultant agrees to maintain Investment Bankers Errors and Omissions Insurance coverage for

claims arising from the negligent acts, errors, or omissions for services or operations performed by the Consultant under this Agreement. The Consultant shall ensure both that (1) any policy retroactive date is on or before the date of commencement of the Project; and (2) any policy has a reporting period of at least two years after the date of completion or termination of this Agreement. The Consultant agrees that, for the time period defined above, any changes that reduce coverage will be presented to City for review. Such insurance shall be in an amount not less than **\$2,000,000** per claim, **\$4,000,000** aggregate.

3.2.10.4 Cyber Liability. Cyber Liability Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

3.2.10.5 Crime Insurance. Consultant shall carry Crime Coverage including Employee Theft with limits of not less than **\$1,000,000**. Coverage shall include a loss payee or “client coverage” in favor of City and shall include client coverage.

3.2.10.6 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith and Products and Completed Operations hazards (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant’s insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers’ Compensation and Employer’s Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.7 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant’s may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.8 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.9 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.10 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.11 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.12 Reporting of Claims. Consultant shall report to the City, in addition to Consultant’s insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.13 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.14 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant

shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed *****INSERT WRITTEN DOLLAR AMOUNT***** (\$*****INSERT NUMERICAL DOLLAR AMOUNT*****) ("Total Compensation"), without written approval of City's *****INSERT TITLE*****. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City's Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City,

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Banking Services

as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any

other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Consultant:

INSERT NAME, ADDRESS & CONTACT PERSON

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882

Attn: ***INSERT NAME & DEPARTMENT***

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Consultant has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Consultant shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
(FINANCIAL INSTITUTION SERVICES – BANKING SERVICES)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By:

[***INSERT NAME***]
[***INSERT TITLE***]

Attest:

[***INSERT NAME***]
City Clerk

CONSULTANT’S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
(FINANCIAL INSTITUTION SERVICES – BANKING SERVICES)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

[*INSERT NAME OF CONSULTANT***]**
a **[***INSERT TYPE OF LEGAL ENTITY***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

**EXHIBIT “A”
SCOPE OF SERVICES**

*****INSERT SCOPE*****

**EXHIBIT “B”
SCHEDULE OF SERVICES**

*****INSERT SCHEDULE*****

**EXHIBIT “C”
COMPENSATION**

*****INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES*****